Food Trucks on Danforth Campus

Policy Statement
The University policy allows student groups to host an event with food trucks on campus. This policy statement directs approval, location, and guidelines for how a food truck can be accommodated on the Danforth campus.

Purpose
The purpose of this policy is to ensure health and safety of our community, protect our facilities and maintain compliance of insurance, liability and health codes.

Audience
All graduate and undergraduate student groups and organizations at Washington University in St. Louis Danforth Campus.

Definitions
Vendor – food truck
Host – student group
Inner Campus – inner sidewalk intended for emergency and pedestrian traffic on the Danforth Campus

Policy Implementation
In order to comply with the Food Trucks on Campus policy the following criteria must be met:

A. Only food trucks from the approved by the University will be permitted onto campus. These approved vendors must be verified to have all necessary health inspections and insurance requirements.

B. All vendors must agree to the following criteria and complete the University Food Truck Vendor Contract.

1. Vendors may only serve food and non-alcoholic beverages. The sale or service of alcohol and/or beer is prohibited.
2. The Vendor acknowledges Washington University’s exclusive beverage agreement with Coca-Cola through which only the beverages identified in such agreement may be sold on University premises.
3. Bottled water is prohibited from being sold or distributed on campus.
4. The vendor is responsible for removing any waste created by the operation of the truck.
5. The vendor is responsible for any damage to the courtyard and trucks should be well maintained and free of leaks.
6. No additional parking is guaranteed and if needed should be arranged through the host group and Parking and Transportation.

C. The Vendor must be invited to campus by a university student group and may only park in the designated food truck zone in Edison Courtyard (see appendix A for map).
   1. Edison Courtyard must be reserved and confirmed in advance through Reserve a Space by the Washington University hosting group.
   2. In order to accommodate the truck the host group is responsible for working with their Event Coordinator from Campus Life to secure WFF to move the furniture. The host group is responsible for the housekeeping costs.

D. A pedestrian escort from the hosting group is required when driving on inner campus to reach their location at Edison Courtyard.

E. Campus Life and Dining Services reserves the right to limit the frequency of food trucks allowed on campus as seen fit.

F. The cost of the food must be supplemented by the hosting group or being offered as catering. At this time no food sales are allowed on campus.

All instances of hosting a food truck on campus must be submitted through the Event Builder on WUGO at least 30 days in advance for approval.

INSURANCE
Vendors must carry the following minimum limits in their insurance policies:

A. Commercial General Liability.
   a. Each Occurrence $2,000,000
   b. Damage to Rented Premises (each occurrence) $100,000
   c. Medical Expense (any one person) $5,000
   d. Products/Completed Operations $2,000,000
   e. General Aggregate $2,000,000

B. Automobile Liability. $1,000,000 Combined Single Limit (Each Accident)

C. The vendor may satisfy the minimum liability limits required for Commercial General Liability under an Umbrella or Excess Liability insurance policy. WU shall be named as Additional Insured on the vendor’s Commercial General Liability, Automobile Liability, and if applicable Umbrella or Excess Liability insurance policies as respects use of the Facility by the vendor.

D. All insurance coverage maintained by the vendor shall be primary and any insurance coverage and/or self-insurance maintained by WU shall be excess and not contributing with vendor’s insurance. The specified minimum insurance coverages and limits maintained by vendor do not constitute a limitation on vendor’s liability or obligation to indemnify, defend and hold harmless WU under this agreement.

E. Vendor must supply a current certificate of insurance evidencing the required coverages before they will be permitted on campus.
F. Vendor agrees to indemnify, defend and hold harmless WU, its trustees, agents, faculty, students and employees from and against all liability, loss, claims or demands (including attorney fees and expenses) for personal injury, death and/or property damage arising out of the use of the Facility and any equipment therein by Vendor and its employees, representatives, agents and invitees.

G. The Vendor releases WU, to the full extent permitted by law, from all claims of every kind, including loss of life, personal or bodily injury, damage to merchandise, equipment, fixtures or other property, or damage to business or from business interruption, arising, directly or indirectly, out of or from or on account of the Vendor’s occupancy and use of the Facility or resulting from any present or future condition or state of repair thereof. WU shall not be responsible or liable at any time to The Vendor or its employees, for any loss of life, bodily or personal injury or damage to property or business, or for business interruption, that may be occasioned by or through the acts, omissions or negligence of any other persons, or any other tenants or occupants of the Facility. WU shall not be responsible or liable at any time for any defects, latent or otherwise, in any buildings or improvements in the Facility or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall WU be responsible or liable at any time for loss of life, or injury or damage to any person or to any property or business of The Vendor, or its employee’s, caused by or resulting from the bursting, breaking, leaking, running, seeping, overflowing or backing up of water, steam, gas, sewage, snow or ice in any part of the Facility or caused by or resulting from acts of God or the elements, or resulting from any defect or negligence in the occupancy, construction, operation or use of any part of the Facility or any of the equipment, fixtures, machinery, appliances or apparatus therein. The Vendor and its employees shall store their property in and shall occupy and use the Facility and any improvements therein and appurtenances thereto solely at their own risk.

Compliance
For non-compliance of this policy the student group will risk sanctions of limited space and event approval at the discretion of Campus Life and the Division of Student Affairs.

Contacts
The following individuals can address questions regarding this Policy:

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History
This policy was developed in the Spring semester of 2017 by Peggy Hermes, Assistant Director for Student Involvement and Student Groups - Campus Life with input from Paul Schimmele, Danforth Campus Dining Services Manager, Karen Rose, Insurance Analyst and Kellie Mandry, Assistant Director for Facilities – Campus Life.